

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

RACHEL RENA MADDUX, et al.  
Debtors,

v.

Consolidated Contested Matters  
Case Nos. 15-33574, 15-33590,  
15-344358, 15-34453,  
15-35437, 15-36032

MIDLAND CREDIT MANAGEMENT, INC., as  
Agent for MIDLAND FUNDING, LLC,  
Creditor.

**AFFIDAVIT OF RODRIGO BEDOYA**

State of California, County of San Diego to wit:

Rodrigo Bedoya, first being duly sworn, states as follows:

1. I am the acting Director, Bankruptcy for Midland Credit Management, Inc., agent for the creditor, Midland Funding, LLC (“Midland”), in the above bankruptcy cases.

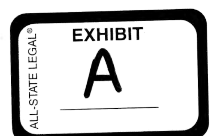
2. I am over the age of 18.

3. The information contained in this affidavit is based on personal knowledge and records maintained in the regular and ordinary course of business.

4. I am generally aware of the facts related to the Motion for Summary Judgment against Rachel Rena Maddux (the “Debtor”) in the above-referenced bankruptcy proceeding.

5. By reason of my position, I have knowledge of Midland’s regular business practices; its books and records related to purchased credit card debt and other accounts; its policies and procedures related to the handling of bankruptcy claims; and its conduct related to the filing each of the proofs of claim, as amended, at issue in Midland’s Motions for Summary Judgment.

6. Midland is one of the nation’s largest buyers of unpaid consumer debt from credit card companies, banks and other large holders of consumer debt. Midland purchases accounts that



have gone unpaid for at least 180 days and accounts in which the account debtors have paid less than the minimum monthly payment for extended periods of time.

7. On or about August 19, 2015 and September 22, 2015, Synchrony Bank (the “Bank”) sold a pool of charge-off accounts by a Purchase and Sale Agreement and a Bill of Sale to Midland. As part of the sale of these accounts, electronic records and other records on individual accounts, including the Debtor’s accounts for Sam’s Club (the “Sam’s Club Account”), Lowes (the “Lowes Account”) and Ashley Furniture (the “Ashley Furniture Account”) were transferred to Midland.

8. After receiving the electronic records from the Bank, Midland generated seller data sheets for the Sam’s Club Account, the Lowes Account and the Ashley Furniture Account (collectively, the “Seller Data Sheets”) from the Bank’s electronic records.

9. The Seller Data Sheets included the Debtor’s name, last known address, account number, home phone number, contract date and last payment date and last payment amount. The Seller Data Sheet for the Sam’s Club Account listed a last payment amount of \$50 and a last payment date of April 1, 2015. The Seller Data Sheet for the Lowes Account listed a last payment amount of \$63 and a last payment date of June 9, 2015. The Seller Data Sheet for the Ashley Furniture Account listed a last payment amount of \$39 and a last payment date of July 17, 2015.

10. The Bank also provided Midland with account statements for the Sam’s Club Account, the Lowes Account and the Ashley Furniture Account (collectively, the “Account Statements”).

11. The Account Statement and the Seller Data Sheet for the Sam’s Club Account show the Bank was owed a charged off balance of \$1,675.77.

12. The Account Statement and the Seller Data Sheet for the Lowes Account show the

Bank was owed a charged off balance of \$2,077.31.

13. The Account Statement and the Seller Data Sheet for the Ashley Furniture Account show the Bank was owed a charged off balance of \$1,059.45.

14. Midland never added any interest, finance charges, or fees to the balances charged off by the Bank and sold to Midland.

15. On September 21, 2015, Midland timely filed: (i) proof of claim 13-1 (“POC 13-1”) in the amount of \$1,675.77, related to the Sam’s Club Account; and (ii) proof of claim 14-1 (“POC 14-1”) in the amount of \$2,077.31, related to the Lowes Account.

16. On October 9, 2015, Midland timely filed proof of claim 18-1 (“POC 18-1”) in the amount of \$1,059.45, related to the Ashley Furniture Account.

17. POC 13-1, POC 14-1 and POC 18-1 attached account summaries (the “Account Summaries”) that provided the Debtor and this Court with notice of the existence, nature and amount of the claims. True and accurate copies of the Account Summaries are attached as Exhibit A.

18. On February 26, 2016, Midland filed amended proof of claim 13-2 (“POC 13-2”) in the same amount as POC 13-1 (i.e., \$1,675.77), amended proof of claim 14-2 (“POC 14-2”) in the same amount as POC 14-1 (i.e., \$2,077.31) and amended proof of claim 18-2 (“POC 18-2”) in the same amount as POC 18-1 (i.e., \$1,059.45). POC 13-1, POC 13-2, POC 14-1, POC 14-2, POC 18-1 and POC 18-2 are collectively referred to as the “Proofs of Claim.”

19. Midland filed POC 13-2, POC 14-2 and POC 18-2 to describe its claims with greater particularity.

20. In the Proofs of Claim, Midland disclosed that the Debtor may have scheduled the account as “SYNCHRONY BANK.”



21. The Proofs of Claim included the Account Summaries that identified: (i) the name of the entity from whom the creditor purchased the account; (ii) the name of the entity to whom the debt was owed at the time of an account holder's last transaction on the account; (iii) the date of the account holder's last transaction; (iv) the date of the last payment on the account; and (v) the date on which the account was charged off.

22. POC 13-2 also included: (i) a Bill of Sale from Synchrony Bank to Midland; (ii) an affidavit from Synchrony Bank regarding the sale of charge-off accounts to Midland; (iii) the Sam's Club Account Statement; and (iv) the Seller Data Sheet. True and accurate copies of the documents filed with POC 13-2 are attached as Exhibit B.

23. POC 14-2 also included: (i) a Bill of Sale from Synchrony Bank to Midland; (ii) an affidavit from Synchrony Bank regarding the sale of charge-off accounts to Midland; (iii) the Lowes Account Statement; and (iv) the Seller Data Sheet. True and accurate copies of the documents filed with POC 14-2 are attached as Exhibit C.


24. POC 18-2 also included: (i) a Bill of Sale from Synchrony Bank to Midland; (ii) an affidavit from Synchrony Bank regarding the sale of charge-off accounts to Midland; (iii) the Ashely Furniture Account Statement; and (iv) the Seller Data Sheet. True and accurate copies of the documents filed with POC 18-2 are attached as Exhibit D.

25. The Seller Data Sheets provided with POC 13-2 and POC 14-2 advised the Debtor that information included on the documents was from "[d]ata printed from electronic records provided by Synchrony Bank formerly known as GE Capital Retail Bank pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 8/21/2015 in connection with the sale of account from Synchrony Bank formerly known as GE Capital Retail Bank to Midland Funding, LLC."



26. The Seller Data Sheet provided with POC 18-2 advised the Debtor that information included on the documents was from “[d]ata printed from electronic records provided by Synchrony Bank formerly known as GE Capital Retail Bank pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 9/24/2015 in connection with the sale of account from Synchrony Bank formerly known as GE Capital Retail Bank to Midland Funding, LLC.”

Further this Affiant sayeth not.

  
Rodrigo Bedoya

CITY/COUNTY OF SAN DIEGO

STATE OF CALIFORNIA

This day appeared before me appeared [insert name] and affirmed that the information contained herein is true to the best of his knowledge, information and belief.

Subscribed and sworn to before me this 8<sup>th</sup> day of September, 2016.

see attached  
Notary Public

My commission expires:

Registration No.:

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego

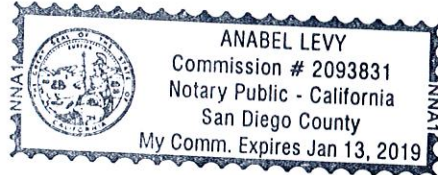
On September 8, 2016 before me, Anabel Levy, notary public  
(insert name and title of the officer)

personally appeared Rodrigo Bedoya,  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~are~~  
subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in  
his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the  
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Anabel Levy (Seal)



## ACCOUNT(S) SUMMARY

### ACCOUNT INFORMATION:

<b>ACCOUNT HOLDER(S)</b> RACHEL MADDUX		<b>CURRENT CREDITOR</b> Midland Funding LLC		
<b>ORIGINAL CREDITOR NAME</b> SYNCHRONY BANK		<b>ORIGINAL CREDITOR ACCOUNT NO</b> XXXXXXXXXXXX-0842		<b>ASSIGNOR</b> (if other than original creditor)
<b>TOTAL CLAIM AMOUNT</b> \$1,675.77	<b>UNSECURED PRINCIPAL</b> \$1,675.77	<b>INTEREST DUE</b> \$0.00	<b>FEES</b> \$0.00	<b>COSTS</b> \$0.00
<b>DATE OF LAST TRANSACTION</b> 04/01/2015	<b>CREDITOR AT DATE OF LAST TRANSACTION</b> SYNCHRONY BANK		<b>CHARGE-OFF DATE</b> 07/26/2015	<b>DATE OF LAST PAYMENT</b> 04/01/2015

### NOTICE AND PAYMENT INFORMATION:

<b>ADDRESS</b> P.O. BOX 2011 WARREN MI 48090	<b>PHONE/FAX</b> (877) 495-2902 (866) 818-1718	<b>EMAIL</b> MBX_ILMS_Bankruptcy@MCMCG.com	<b>REFERENCE NUMBER</b> 15-180686
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## ACCOUNT(S) SUMMARY

### ACCOUNT INFORMATION:

<b>ACCOUNT HOLDER(S)</b> RACHEL MADDUX		<b>CURRENT CREDITOR</b> Midland Funding LLC		
<b>ORIGINAL CREDITOR NAME</b> SYNCHRONY BANK		<b>ORIGINAL CREDITOR ACCOUNT NO</b> XXXXXXXXXXXX-9160		<b>ASSIGNOR</b> (if other than original creditor)
<b>TOTAL CLAIM AMOUNT</b> \$2,077.31	<b>UNSECURED PRINCIPAL</b> \$2,077.31	<b>INTEREST DUE</b> \$0.00	<b>FEES</b> \$0.00	<b>COSTS</b> \$0.00
<b>DATE OF LAST TRANSACTION</b> 06/09/2015	<b>CREDITOR AT DATE OF LAST TRANSACTION</b> SYNCHRONY BANK		<b>CHARGE-OFF DATE</b> 07/26/2015	<b>DATE OF LAST PAYMENT</b> 06/09/2015

### NOTICE AND PAYMENT INFORMATION:

<b>ADDRESS</b> P.O. BOX 2011 WARREN MI 48090	<b>PHONE/FAX</b> (877) 495-2902 (866) 818-1718	<b>EMAIL</b> MBX_ILMS_Bankruptcy@MCMCG.com	<b>REFERENCE NUMBER</b> 15-181709
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## ACCOUNT(S) SUMMARY

### ACCOUNT INFORMATION:

<b>ACCOUNT HOLDER(S)</b> RACHEL MADDUX		<b>CURRENT CREDITOR</b> Midland Funding LLC		
<b>ORIGINAL CREDITOR NAME</b> SYNCHRONY BANK		<b>ORIGINAL CREDITOR ACCOUNT NO</b> XXXXXXXXXXXX-3379		<b>ASSIGNOR (if other than original creditor)</b> SYNCHRONY BANK
<b>TOTAL CLAIM AMOUNT</b> \$1,059.45	<b>UNSECURED PRINCIPAL</b> \$1,059.45	<b>INTEREST DUE</b> \$0.00	<b>FEES</b> \$0.00	<b>COSTS</b> \$0.00
<b>DATE OF LAST TRANSACTION</b> 07/17/2015	<b>CREDITOR AT DATE OF LAST TRANSACTION</b> SYNCHRONY BANK		<b>CHARGE-OFF DATE</b> 09/15/2015	<b>DATE OF LAST PAYMENT</b> 07/17/2015

### NOTICE AND PAYMENT INFORMATION:

<b>ADDRESS</b> P.O. BOX 2011 WARREN MI 48090	<b>PHONE/FAX</b> (877) 495-2902 (866) 818-1718	<b>EMAIL</b> MBX_ILMS_Bankruptcy@MCMCG.com	<b>REFERENCE NUMBER</b> 15-209826
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## **BILL of SALE**

**Midland – [REDACTED] – August 2015**

For value received and in further consideration of the mutual covenants and conditions set forth in the [REDACTED] Purchase Agreement (the "Agreement"), dated as of this 21st day of July, 2015 by and between Synchrony Bank formerly known as GE Capital Retail Bank ("Seller"), and Midland, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on August 19, 2015, and as further described in the Agreement.

Synchrony Bank

By: Ken Wojcik

Ken Wojcik

Title: SVP Collections and Recovery



AFFIDAVIT OF SALE  
OF ACCOUNT  
BY ORIGINAL CREDITOR

State of Minnesota County of Ramsey

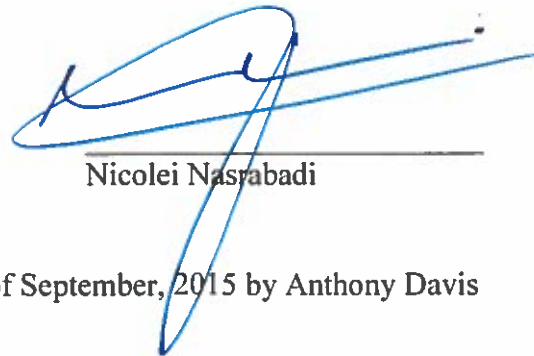
Nicolei Nasrabadi being duly sworn, deposes and says:

I am over 18 and not a party of this action. I am an Affidavit Documentation Specialist of Synchrony Bank formerly known as GE Capital Retail Bank. In that position I have access to creditor's books and records, and am aware of the process of the sale and assignment of electronically stored business records.

On or about 8/19/2015 Synchrony Bank formerly known as GE Capital Retail Bank sold a pool of charge-off accounts (the Accounts) by a Purchase and Sale Agreement and a Bill of Sale to Midland Funding LLC. As part of the sale of the Accounts, electronic records and other records were transferred on individual Accounts to the debt buyer. These records were kept in the ordinary course of business of Synchrony Bank formerly known as GE Capital Retail Bank.

The Creditor has a process to detect and correct errors on these accounts. The above statements are true to the best of my knowledge.

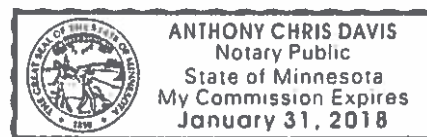
Signed this 14<sup>th</sup> day of September, 2015



Nicolei Nasrabadi

Signed and sworn to before me this 14<sup>th</sup> day of September, 2015 by Anthony Davis

(Notary Stamp)



**BLANKET CERTIFICATE OF CONFORMITY FOR NOTARY ANTHONY DAVIS**

I, Brett Rouleau, an attorney-at-law admitted to practice in the State of Minnesota and fully acquainted with the laws of the State of Minnesota do hereby certify that I am duly qualified to make this certificate of conformity and that the acknowledgement or proof upon the affidavits of merit were taken by Notary Anthony Davis, a notary public in the State of Minnesota, in the manner prescribed by the laws of the State of Minnesota and confirms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, on September 14, 2015.

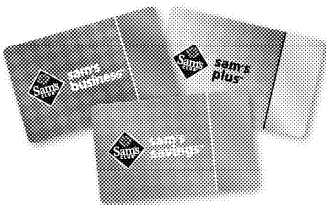


Brett Rouleau

Attorney at Law, State of Minnesota

## Your Sam's Club® Credit card is accepted at Walmart®, too!

**Convenience**  
One card. One monthly statement.  
Two places to shop.



### Sam's Club® Credit

RACHEL R MADDUX

Account Number: REDACTED 0842

Visit us at [samsclub.com/credit](http://samsclub.com/credit)

Member Service: 1-800-568-0162

Summary of Account Activity	
Previous Balance	\$1,643.50
+ Interest Charges	\$32.27
New Balance	\$1,675.77
Credit Limit	\$1,500.00
Available Credit	\$0.00
Cash Advance/Quick Cash Limit	\$200.00
Available Cash	\$0.00
Statement Closing Date	07/15/2015
Days in Billing Cycle	31

Payment Information	
New Balance	\$1,675.77
Amount Past Due	\$414.00
Total Minimum Payment Due	\$464.00
Overlimit Amount	\$175.77
Payment Due Date	08/07/2015
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.00.	
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:	
If you make no additional charges using this card and each month you pay...	You will pay off the balance within the scheduled term of...
Only the minimum payment	5 years
If you would like information about credit counseling services, call 1-877-302-8775.	

Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
			FEES	
			TOTAL FEES FOR THIS PERIOD	\$0.00
			INTEREST CHARGED	
07/15	07/15		INTEREST CHARGE ON PURCHASES	\$32.27

(Continued on next page)

#### PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See reverse side for details, Billing Rights and other important information.

6709 A8H 1 7 12 150715 EX PAGE 1 of 3 9277 4000 V093 01EU6709

Detach and mail this portion with your check. Do not include any correspondence with your check.



Account Number: REDACTED 0842

Payment Due	Amount	Payment Due	Amount	Payment Due	Amount
\$464.00	\$414.00	08/07/2015	\$175.77	\$1,675.77	

Payment Enclosed: Please use  
blue or black ink.



New address or email? Print changes on back.

\*6032204100418810842\*

RACHEL R MADDUX  
1107 CLAUSON RD  
RICHMOND VA 23227-1231

ADTADFTDFDFDFADFTDTTFFTTATTAADATDTFFFTFFFDATFTDFFDATTAFDDDTAT

Make Payment to: SAM'S CLUB/SYNCHRONY BANK  
PO BOX 530942

FADFTDDFFAFFFAADATATAFAAAAAFFFTDTDFTDFFDAADTATATAADTAAATTDAAF

REDACTED



**Customer Service:** For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: **P.O. Box 965004, Orlando, FL 32896-5004.** Please include your account number on any correspondence you send to us.  
**Payments:** Send payments to the address listed on the remittance portion of this statement or pay online.  
**Notice:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965003, Orlando, FL 32896-5003.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope – not the enclosed window envelope addressed to: P.O. Box 960097, Orlando, FL 32896-0097 and not the Payment Address.**

**What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at:

Synchrony Bank

P.O. Box 965003, Orlando, FL 32896-5003

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

Synchrony Bank

P.O. Box 965003, Orlando, FL 32896-5003

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

**Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.** Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965003, Orlando, FL 32896-5003.

**Credits To Your Account:** An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

**Credit Reports And Account Information:** If you believe that we have reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 965005, Orlando, FL 32896-5005. In doing so, please identify the inaccurate information and tell us why you believe it is

incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Balance Subject To Interest Charge Calculation**

**Method 2D (Daily Balance method):** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

**Method 2M (Average Daily Balance including current transactions):**

We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, which includes any unpaid interest charges from the previous billing cycle, add any new charges, and applicable fees and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Method 3M (Average Daily Balance excluding current transactions):**

We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day which includes any unpaid interest charges from the previous billing cycle and add applicable fees, and subtract any payments or credits. We do not add in any new charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Method 5 (Average Daily Balance excluding current transactions and unpaid interest charges):**

We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new charges and applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. We do not add in any new charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Method 6 (Average Daily Balance including current transactions and excluding unpaid interest charges):**

We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new charges and applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Bankruptcy Notice:** If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060.

**Your account is owned and serviced by Synchrony Bank.**

O1EU6709 - 1 - 03/10/14

This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.



Street  
Address  
City, State  
ZIP  
Phone #  
Email

Home Phone #

Business Phone #

\*Cell # or other phone #  
we can use to contact you

Email Address

By providing your email address, you agree to receive email communications about your account and also give us permission for us to share your email address with Sam's Club.



## Convenient ways to pay your bill...



**Log in**  
to your account.

at [SamsClub.com/credit](http://SamsClub.com/credit) to make a payment.

Make sure you are signed up for online account management.



**Pay in-club**  
at any **Sam's Club** or **Walmart**®



**Mail your check**  
with the payment stub attached.

You can view all your account details at [SamsClub.com/credit](http://SamsClub.com/credit).

Transaction Summary				
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
07/15	07/15		INTEREST CHARGE ON CASH ADVANCES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$32.27
Total Fees Charged in 2015				
Total Interest Charged in 2015				
Total Interest Paid in 2015				

Interest Charge Calculation					
Your Annual Percentage Rate (APR) is the annual interest rate on your account.					
Type of Balance	Expiration Date	ANNUAL PERCENTAGE RATE	Balance Subject to Interest Rate	Interest Charge	Balance Method
Regular Purchases	N/A	22.90% (v)	\$1,659.06	\$32.27	2D
Cash Advances / Quick Cash	N/A	22.90% (v)	\$0.00	\$0.00	2D

(v) = variable rate

Your account is in default. Pursuant to your Account Agreement, if we do not receive sufficient payment by the due date above, we will terminate any financing promotion(s) on your account and seek immediate payment of your entire account balance. Please contact us at 1-800-945-6596 for the amount you must pay to avoid this.

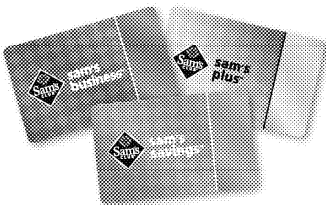
If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.





## Your Sam's Club® Credit card is accepted at Walmart®, too!

**Convenience**  
One card. One monthly statement.  
Two places to shop.



### Sam's Club® Credit

RACHEL R MADDUX

Account Number: REDACTED 0842

Visit us at [samsclub.com/credit](http://samsclub.com/credit)

Member Service: 1-800-568-0162

Statement of Account Summary	
Previous Balance	\$1,533.42
- Payments	\$50.00
+ Fees Charged	\$35.00
+ Interest Charges	\$28.86
New Balance	\$1,547.28
Credit Limit	\$1,500.00
Available Credit	\$0.00
Cash Advance/Quick Cash Limit	\$200.00
Available Cash	\$0.00
Statement Closing Date	04/14/2015
Days in Billing Cycle	30

Payment Information	
New Balance	\$1,547.28
Amount Past Due	\$204.00
Total Minimum Payment Due	\$284.00
Overlimit Amount	\$47.28
Payment Due Date	05/07/2015
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.00.	
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:	
If you make no additional charges using this card and each month you pay...	You will pay off the balance between this statement and the next one in about...
Only the minimum payment	5 years
If you would like information about credit counseling services, call 1-877-302-8775.	

Transaction Summary				
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
04/01	04/01	P9277003001GZHPVV	PAYMENT - THANK YOU	(\$50.00)
			FEES	
04/07	04/07		LATE FEE	\$35.00
			TOTAL FEES FOR THIS PERIOD	\$35.00
			INTEREST CHARGED	
04/14	04/14		INTEREST CHARGE ON PURCHASES	\$28.86

(Continued on next page)

#### PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See reverse side for details, Billing Rights and other important information.

6709 A8H 1 7 12 150414 EX PAGE 1 of 3 9277 4000 V093 01EU6709

Detach and mail this portion with your check. Do not include any correspondence with your check.



Account Number: REDACTED 0842

Payment Due	Amount	Payment Due	Amount	Payment Due
\$284.00	\$204.00	05/07/2015	\$47.28	\$1,547.28

Payment Enclosed: Please use  
blue or black ink.



New address or email? Print changes on back.

\*6032204100418810842\*

RACHEL R MADDUX  
1107 CLAUSON RD  
RICHMOND VA 23227-1231

FAADDTFADTFDFAADTDDFAADFDDAADDATADAFDADTTDTTDTFTDFFATDFAFDA

Make Payment to: SAM'S CLUB/SYNCHRONY BANK  
PO BOX 530942  
ATLANTA, GA 30353-0942

DDDADFFDFFDFTDDFFATAADFADADTFDFTDTDTTFFTDADTTDTTFFDFTDAATF

REDACTED

**Customer Service:** For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: **P.O. Box 965004, Orlando, FL 32896-5004.** Please include your account number on any correspondence you send to us.  
**Payments:** Send payments to the address listed on the remittance portion of this statement or pay online.  
**Notice:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965003, Orlando, FL 32896-5003.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope – not the enclosed window envelope addressed to: P.O. Box 960097, Orlando, FL 32896-0097 and not the Payment Address.**

**What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at:

Synchrony Bank

P.O. Box 965003, Orlando, FL 32896-5003

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

Synchrony Bank

P.O. Box 965003, Orlando, FL 32896-5003

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

**Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.** Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965003, Orlando, FL 32896-5003.

**Credits To Your Account:** An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

**Credit Reports And Account Information:** If you believe that we have reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 965005, Orlando, FL 32896-5005. In doing so, please identify the inaccurate information and tell us why you believe it is

incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Balance Subject To Interest Charge Calculation**

**Method 2D (Daily Balance method):** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

**Method 2M (Average Daily Balance including current transactions):**

We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, which includes any unpaid interest charges from the previous billing cycle, add any new charges, and applicable fees and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Method 3M (Average Daily Balance excluding current transactions):**

We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, which includes any unpaid interest charges from the previous billing cycle and add applicable fees, and subtract any payments or credits. We do not add in any new charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Method 5 (Average Daily Balance excluding current transactions and unpaid interest charges):**

We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new charges and applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. We do not add in any new charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Method 6 (Average Daily Balance including current transactions and excluding unpaid interest charges):**

We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new charges and applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Bankruptcy Notice:** If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060.

**Your account is owned and serviced by Synchrony Bank.**

O1EU6709 - 1 - 03/10/14

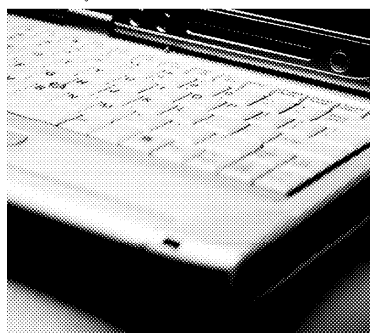
This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/>	Street Address City, State ZIP	_____	
<input type="checkbox"/>	Phone #	_____	
<input type="checkbox"/>	Email	_____	
Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you	Email Address

By providing your email address, you agree to receive email communications about your account and also give us permission for us to share your email address with Sam's Club.



## Keep track of your account.

Online account management is **easy and convenient** with your Sam's Club® Personal Credit Card

- Check your statement balance
- View past statements
- Sign up for paperless statements
- Make payments and more

Visit [SamsClub.com/credit](http://SamsClub.com/credit) to sign up.

Transaction Summary				
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
04/14	04/14		INTEREST CHARGE ON CASH ADVANCES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$28.86
2015 Totals Year to Date				
Total Fees Charged in	2015			\$140.00
Total Interest Charged in	2015			\$115.45
Total Interest Paid in	2015			\$105.71

Interest Charge Calculation					
Your Annual Percentage Rate (APR) is the annual interest rate on your account.					
Type of Balance	Expiration Date	ANNUAL PERCENTAGE RATE	Balance Subject to Interest Rate	Interest Charge	Balance Method
Regular Purchases	N/A	22.90% (v)	\$1,533.37	\$28.86	2D
Cash Advances / Quick Cash	N/A	22.90% (v)	\$0.00	\$0.00	2D
(v) = variable rate					

YOUR ACCOUNT HAS 4 PAYMENTS DUE. PLEASE PAY THE MINIMUM PAYMENT DUE OR CONTACT THIS OFFICE AT THE PHONE NUMBER LISTED ON YOUR STATEMENT.

This is a duplicate courtesy copy of your most recent billing statement. You can still view and pay your electronic statement online.

If your account has a deferred interest promotion and you would like us to apply a payment on your account to a specific balance, please call Customer Service to discuss options that may be available.



Field

Account_Number	REDACTED 0842
Customer_ID	*****6167
Name	MADDUX RACHEL
Account_Address_1	1107 CLAUSON RD
City	RICHMOND
State	VA
Zip_Code	23227-1231
Home_Phone_Number	REDACTED
Work_Phone_Number	0000000000
Birth_Date	REDACTED
Contract_Date	20070629
ChargeOff_Date	20150726
Last_Payment_Date	20150401
Last_Purchase_Date	20140629
Last_Payment_Amount	50
ChargeOff_Amount	1407.31
Associated_Costs	0
Accrued_Interest	268.46
Sale Amount	1675.77

Data printed by Midland Credit Management, Inc. from electronic records provided by Synchrony Bank formerly known as GE Capital Retail Bank pursuant to the Bill of Sale / Assignment of Accounts transferred on or about 8/21/2015 in connection with the sale of accounts from Synchrony Bank formerly known as GE Capital Retail Bank to Midland Funding, LLC.



## **BILL of SALE**

**Midland – [REDACTED] – August 2015**

For value received and in further consideration of the mutual covenants and conditions set forth in the [REDACTED] Purchase Agreement (the "Agreement"), dated as of this 21st day of July, 2015 by and between Synchrony Bank formerly known as GE Capital Retail Bank ("Seller"), and Midland, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on August 19, 2015, and as further described in the Agreement.

Synchrony Bank

By: Ken Wojcik

Ken Wojcik

Title: SVP Collections and Recovery

AFFIDAVIT OF SALE  
OF ACCOUNT  
BY ORIGINAL CREDITOR

State of Minnesota County of Ramsey

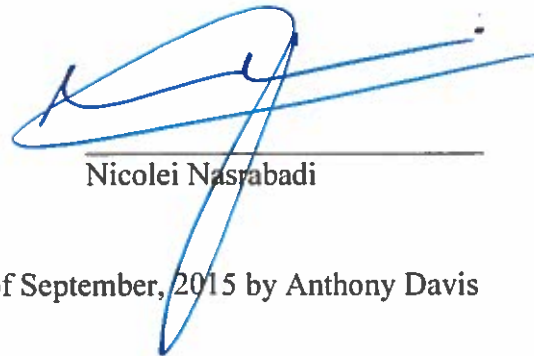
Nicolei Nasrabadi being duly sworn, deposes and says:

I am over 18 and not a party of this action. I am an Affidavit Documentation Specialist of Synchrony Bank formerly known as GE Capital Retail Bank. In that position I have access to creditor's books and records, and am aware of the process of the sale and assignment of electronically stored business records.

On or about 8/19/2015 Synchrony Bank formerly known as GE Capital Retail Bank sold a pool of charge-off accounts (the Accounts) by a Purchase and Sale Agreement and a Bill of Sale to Midland Funding LLC. As part of the sale of the Accounts, electronic records and other records were transferred on individual Accounts to the debt buyer. These records were kept in the ordinary course of business of Synchrony Bank formerly known as GE Capital Retail Bank.

The Creditor has a process to detect and correct errors on these accounts. The above statements are true to the best of my knowledge.

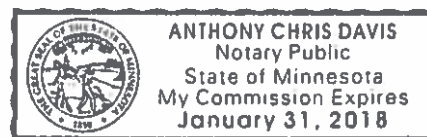
Signed this 14<sup>th</sup> day of September, 2015



Nicolei Nasrabadi

Signed and sworn to before me this 14<sup>th</sup> day of September, 2015 by Anthony Davis

(Notary Stamp)





**BLANKET CERTIFICATE OF CONFORMITY FOR NOTARY ANTHONY DAVIS**

I, Brett Rouleau, an attorney-at-law admitted to practice in the State of Minnesota and fully acquainted with the laws of the State of Minnesota do hereby certify that I am duly qualified to make this certificate of conformity and that the acknowledgement or proof upon the affidavits of merit were taken by Notary Anthony Davis, a notary public in the State of Minnesota, in the manner prescribed by the laws of the State of Minnesota and confirms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, on September 14, 2015.



Brett Rouleau

Attorney at Law, State of Minnesota



**Lowe's® Credit  
Card Account**

RACHEL R MADDUX

Account Number **REDACTED**916 0

Visit us at [www.lowes.com/credit](http://www.lowes.com/credit)

Customer Service: 1-800-444-1408

Statement of Account Activity	
Previous Balance	\$2,077.31
- Payments	\$0.00
- Other Credits	\$2,077.31
+ Purchases/Debits	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
New Balance	\$0.00
Credit Limit	\$0.00
Available Credit	\$0.00
Statement Closing Date	07/26/2015
Days in Billing Cycle	11

Payment Information	
New Balance	\$0.00
Amount Past Due	\$0.00
Total Minimum Payment Due	\$222.00
Payment Due Date	08/07/2015
Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.	

Tran Date	Post Date	Reference Number/ Invoice Number	Description of Transaction or Credit	Amount
07/26	07/26		CHARGE OFF ACCOUNT-PRINCIPALS	(\$1,917.23)
07/26	07/26		CHARGE OFF ACCOUNT *FINANCE CHARGES*	(\$160.08)
			FEES	
			TOTAL FEES FOR THIS PERIOD	\$0.00
			INTEREST CHARGED	
07/26	07/26		INTEREST CHARGE ON PURCHASES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$0.00
2015 Totals Year to Date				
Total Fees Charged in 2015				\$111.00
Total Interest Charged in 2015				\$288.06
Total Interest Paid in 2015				\$248.17

Interest Charge Calculation					
Your Annual Percentage Rate (APR) is the annual interest rate on your account.					
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge	Balance Method
Regular Purchases	NA	24.99%	\$0.00	\$0.00	2D

Statement not provided to customer.

You have recently been unenrolled from electronic statement delivery. You may have opted to stop receiving electronic statements, or this may have occurred because of changes in your account or failure to comply with the Terms and Conditions of the electronic statement service. Please feel free to reenroll at any time.

If your account has a deferred interest promotion and you would like us to apply a payment on your account in a different way, please call Customer Service to discuss other options that may be available.

**PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.**

NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights Information and other important information.

7009 X5G 1 3 12 150726 Z X PAGE 1 of 1 9294 0010 S002 01DN7009

Detach and mail this portion with your check. Do not include any correspondence with your check.



Account Number: <b>REDACTED</b> 916 0			
Cardholder Name	Amount	Payment Due Date	Payment Due
RACHEL R MADDUX	\$222.00	08/07/2015	\$0.00

Payment Enclosed:  
Please use blue or black ink.



New address or email? Print changes on back.

\*24470409160\*

RACHEL R MADDUX  
1107 CLAUSON RD  
RICHMOND VA 23227-1231

DAAADTATTADDADFDFTDFFAFATFTDDTTTTFDATDTDATTTTAAATFADAAFFATATFAFF

Make Payment to: LOWE'S/SYNCHRONY BANK  
P.O. BOX 530914  
ATLANTA, GA 30353-0914

TTDDTDDTTFAFTTTATTTDFDFATTTTADADTADFFTFDDADATTFDFATFDDTTADDDDAFF

REDACTED

**Customer Service:** For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: **P.O. Box 965004, Orlando, FL 32896-5004.** Please include your account number on any correspondence you send to us.  
**Payments:** Send payments to the address listed on the remit portion of this statement or pay online.  
**Notice:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965003, Orlando, FL 32896-5003.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope — not the enclosed window envelope, addressed to: P.O. Box 960097, Orlando, FL 32896-0097 and not the Payment Address.**

**What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at the Billing Inquiries Address of:

Synchrony Bank

P.O. Box 965003, Orlando, FL 32896-5003

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Synchrony Bank

P.O. Box 965003, Orlando, FL 32896-5003

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

**Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.** Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965003, Orlando, FL 32896-5003.

**Credits To Your Account:** An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

**Credit Reports And Account Information:** If you believe that we have

reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 965005, Orlando, FL 32896-5005. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Balance Subject To Interest Charge Calculation**

**Method 2D (Daily Balance method):** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

**Method 2M (Average Daily Balance including current transactions):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, which includes any unpaid interest charges from the previous billing cycle, add any new charges, and applicable fees and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

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**Method 5 (Average Daily Balance excluding current transactions and unpaid interest charges):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. We do not add in any new charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Method 6 (Average Daily Balance including current transactions and excluding unpaid interest charges):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new charges and applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Bankruptcy Notice:** If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060.

**Your account is owned and serviced by Synchrony Bank.**

01DN7009 - 1 - 06/19/14

This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/>	Street	_____			
<input type="checkbox"/>	Address	_____			
<input type="checkbox"/>	City, State	_____			
<input type="checkbox"/>	ZIP	_____			
<input type="checkbox"/>	Phone #	_____			
<input type="checkbox"/>	Email	_____	Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you
					Email Address

By providing your email address, you agree to receive email communications about your account and also give permission for us to share your email address with Lowe's.

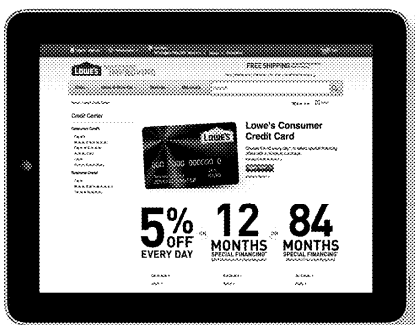


**Add AUTHORIZED USERS\***  
today at [Lowe's.com/adduser](http://Lowe's.com/adduser)

- \* Make shopping more convenient
- \* Update your account online
- \* No added cost

**It's easy to get started today**

\*The Primary Cardholder will be liable for all purchases made on the Account, including those made by an authorized user.  
©2015 Lowe's. LOWE'S and Gable Mansard Design are registered trademarks of LF, LLC.



## Lowe's® Credit Card Account

RACHEL R MADDUX  
Account Number **REDACTED**916 0

Visit us at [www.lowes.com/credit](http://www.lowes.com/credit)  
Customer Service: 1-800-444-1408

Previous Balance	\$1,980.23
- Payments	\$63.00
- Other Credits	\$0.00
+ Purchases/Debits	\$0.00
+ Fees Charged	\$38.00
+ Interest Charged	\$41.03
<b>New Balance</b>	<b>\$1,996.26</b>
Credit Limit	\$2,040.00
Available Credit	\$43.00
Statement Closing Date	06/14/2015
Days in Billing Cycle	30

New Balance	\$1,996.26						
Total Minimum Payment Due	\$99.00						
Payment Due Date	07/07/2015						
Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.							
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:							
<table><tr><td>If you make only the minimum payment of \$99.00 each month, it will take you 11 years to pay off your balance of \$1,996.26.</td><td>You will pay off the balance of \$1,996.26 in 11 years.</td><td>After you pay your estimated total of \$4,802.00.</td></tr><tr><td>Only the minimum payment</td><td>11 years</td><td>\$4,802.00</td></tr></table>		If you make only the minimum payment of \$99.00 each month, it will take you 11 years to pay off your balance of \$1,996.26.	You will pay off the balance of \$1,996.26 in 11 years.	After you pay your estimated total of \$4,802.00.	Only the minimum payment	11 years	\$4,802.00
If you make only the minimum payment of \$99.00 each month, it will take you 11 years to pay off your balance of \$1,996.26.	You will pay off the balance of \$1,996.26 in 11 years.	After you pay your estimated total of \$4,802.00.					
Only the minimum payment	11 years	\$4,802.00					
If you would like information about credit counseling services, call 1-877-302-8775.							

Tran Date	Post Date	Reference Number/ Invoice Number	Description of Transaction or Credit	Amount
06/09	06/09		ONLINE PYMT THANK YOU ALPHARETTA GA	(\$63.00)
			FEES	
06/07	06/07		LATE FEE	\$38.00
			TOTAL FEES FOR THIS PERIOD	\$38.00
			INTEREST CHARGED	
06/14	06/14		INTEREST CHARGE ON PURCHASES	\$41.03

(Continued on next page)

### PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See Statement Disclosures link below for details, Billing Rights Information and other important information.

7009 X5G 1 7 12 150614 PAGE 1 of 3 9294 0010 S002 01DN7009



Account Number: <b>REDACTED</b> 916 0		
Payment Due	07/07/2015	\$1,996.26

Save a stamp.



\*24470409160\*

RACHEL R MADDUX  
1107 CLAUSON RD  
RICHMOND VA 23227-1231

FTTADFFTTDADDDAADDADFFDFDAATDTTADDTATDDDDATAATATAADDAFTAFAFF

Make Payment to: LOWE'S/SYNCHRONY BANK  
P.O. BOX 530914  
ATLANTA, GA 30353-0914

FFDDDTFFDTFATATTFTADTFTADTFAAATDDAFDDAATAAFTDTTADTFAFADDAFAFF

REDACTED

**Customer Service:** For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: **P.O. Box 965004, Orlando, FL 32896-5004.** Please include your account number on any correspondence you send to us.  
**Payments:** Send payments to the address listed on the remit portion of this statement or pay online.  
**Notice:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965003, Orlando, FL 32896-5003.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope — not the enclosed window envelope, addressed to: P.O. Box 960097, Orlando, FL 32896-0097 and not the Payment Address.**

**What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at the Billing Inquiries Address of:

Synchrony Bank

P.O. Box 965003, Orlando, FL 32896-5003

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Synchrony Bank

P.O. Box 965003, Orlando, FL 32896-5003

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

**Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.** Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. Conditional Payments: All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965003, Orlando, FL 32896-5003.

**Credits To Your Account:** An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

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**Balance Subject To Interest Charge Calculation**

**Method 2D (Daily Balance method):** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

**Method 2M (Average Daily Balance including current transactions):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, which includes any unpaid interest charges from the previous billing cycle, add any new charges, and applicable fees and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

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**Bankruptcy Notice:** If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060.

**Your account is owned and serviced by Synchrony Bank.**

01DN7009 - 1 - 06/19/14

This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/>	Street	_____			
<input type="checkbox"/>	Address	_____			
<input type="checkbox"/>	City, State	_____			
<input type="checkbox"/>	ZIP	_____			
<input type="checkbox"/>	Phone #	_____			
<input type="checkbox"/>	Email	_____	Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you
					Email Address

By providing your email address, you agree to receive email communications about your account and also give permission for us to share your email address with Lowe's.



Transaction Summary (Continued)				
Tran Date	Post Date	Reference Number/ Invoice Number	Description of Transaction or Credit	Amount
TOTAL INTEREST FOR THIS PERIOD				\$41.03
2015 Year-End Summary				
Total Fees Charged in 2015				\$73.00
Total Interest Charged in 2015				\$245.01
Total Interest Paid in 2015				\$248.17

Interest Charge Calculation					
Your Annual Percentage Rate (APR) is the annual interest rate on your account.					
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge	Balance Method
Regular Purchases	NA	24.99%	\$1,997.55	\$41.03	2D

**Important Notice Regarding Promotions:**

You may be offered one of the following promotions when you make a qualifying Lowe's credit card purchase: No Interest if Paid in Full within 6, 12, 18 or 24 months. Under each promotion, no interest will be assessed on the purchase if you pay the promotional purchase in full within the applicable promo period. If you do not, interest will be imposed on the purchase based on the date of purchase at a rate of 24.99%. Minimum monthly payments required. Some or all of the minimum payment based on the promotional balance may be applied to other account balances. Offers subject to credit approval. Offers not available at all times for all purchases. Offer dates and other terms will be disclosed in promotional advertising. Regular account terms apply to non-promo purchases and, after promotion ends, to promo purchases. Cannot be combined with other credit related promotional offers.

If your account has a deferred interest promotion and you would like us to apply a payment on your account in a different way, please call Customer Service to discuss other options that may be available.

**Important Notice and Information:**

Now you can recycle rechargeable batteries, plastic bags and CFLs at your local Lowe's. Simply drop the items in the bins near the store's entrance.

Please Note: When contacting the Lowe's Credit Center, you must be listed as an account owner to obtain information about the account. We cannot disclose information to authorized users or third parties.

Moving? Visit [Lowesmoving.com](http://Lowesmoving.com) for tools, tips and valuable offers to make your move easier.

Don't get caught by an email scam. Occasionally, criminals send emails that look like they're from a retailer, bank or other financial institution. This scam is called phishing. Phishing emails can look almost identical to real emails from Synchrony Bank. The emails try to trick people into revealing credit card or bank account numbers.

Taking these four steps can protect you from fraud and identity theft. 1) Never respond to an email with your account or social security number. 2) Upgrade to the latest Internet browsers and use anti-virus and anti-spyware software. 3) Know your account status. Don't be fooled by false claims that it is in jeopardy. 4) Remember, Synchrony Bank emails regarding your account will always display the last four digits of your account number and never ask for confidential information.





Field

Account_Number	REDACTED	9160
Customer_ID	*****	6167
Name	MADDUX	RACHEL
Account_Address_1	1107 CLAUSON RD	
City	RICHMOND	
State	VA	
Zip_Code	23227-1231	
Home_Phone_Number	REDACTED	
Work_Phone_Number	REDACTED	
Birth_Date	REDACTED	
Contract_Date	20040701	
ChargeOff_Date	20150726	
Last_Payment_Date	20150609	
Last_Purchase_Date	20150417	
Last_Payment_Amount	63	
ChargeOff_Amount	1917.23	
Associated_Costs	0	
Accrued_Interest	160.08	
Sale Amount	2077.31	

Data printed by Midland Credit Management, Inc. from electronic records provided by Synchrony Bank formerly known as GE Capital Retail Bank pursuant to the Bill of Sale / Assignment of Accounts transferred on or about 8/21/2015 in connection with the sale of accounts from Synchrony Bank formerly known as GE Capital Retail Bank to Midland Funding, LLC.



**BILL of SALE**

**Midland – [REDACTED] – September 2015**

For value received and in further consideration of the mutual covenants and conditions set forth in the [REDACTED] Purchase Agreement (the "Agreement"), dated as of this 21st day of July, 2015 by and between Synchrony Bank formerly known as GE Capital Retail Bank ("Seller"), and Midland Funding LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on September 22, 2015, and as further described in the Agreement.

Synchrony Bank

By: Ken Wojcik

Ken Wojcik

Title: SVP Collections and Recovery

AFFIDAVIT OF SALE  
OF ACCOUNT  
BY ORIGINAL CREDITOR

State of Minnesota County of Ramsey

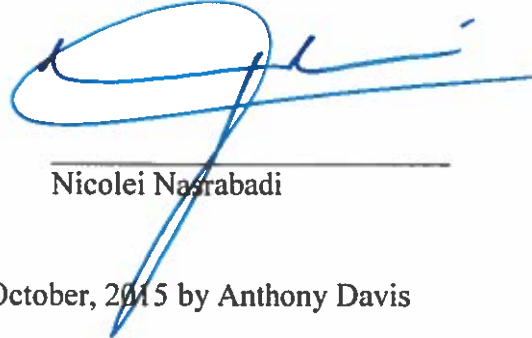
Nicolei Nasrabadi being duly sworn, deposes and says:

I am over 18 and not a party of this action. I am an Affidavit Documentation Specialist of Synchrony Bank formerly known as GE Capital Retail Bank. In that position I have access to creditor's books and records, and am aware of the process of the sale and assignment of electronically stored business records.

On or about 9/22/2015 Synchrony Bank formerly known as GE Capital Retail Bank sold a pool of charge-off accounts (the Accounts) by a Purchase and Sale Agreement and a Bill of Sale to Midland Funding LLC. As part of the sale of the Accounts, electronic records and other records were transferred on individual Accounts to the debt buyer. These records were kept in the ordinary course of business of Synchrony Bank formerly known as GE Capital Retail Bank.

The Creditor has a process to detect and correct errors on these accounts. The above statements are true to the best of my knowledge.

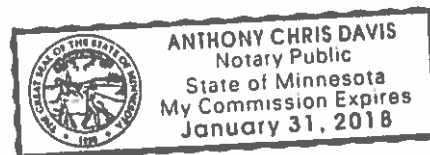
Signed this 27<sup>th</sup> day of October, 2015



Nicolei Nasrabadi

Signed and sworn to before me this 27<sup>th</sup> day of October, 2015 by Anthony Davis

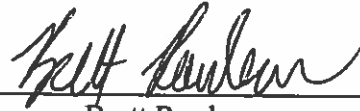
(Notary Stamp)



**BLANKET CERTIFICATE OF CONFORMITY FOR NOTARY ANTHONY DAVIS**

I, Brett Rouleau, an attorney-at-law admitted to practice in the State of Minnesota and fully acquainted with the laws of the State of Minnesota do hereby certify that I am duly qualified to make this certificate of conformity and that the acknowledgement or proof upon the affidavits of merit were taken by Notary Anthony Davis, a notary public in the State of Minnesota, in the manner prescribed by the laws of the State of Minnesota and confirms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, on October 27, 2015.

A handwritten signature in cursive script, reading "Brett Rouleau", is written over a horizontal line.

Brett Rouleau  
Attorney at Law, State of Minnesota



Summary of Account Activity		Payment Information		
Previous Balance	\$1,098.45	<b>New Balance</b> <b>\$1,059.45</b>		
+ New Purchases	\$0.00	<b>Total Minimum Payment Due</b> <b>\$38.00</b>		
- Payments	\$39.00	<b>Payment Due Date</b> <b>08/18/2015</b>		
+/- Credits, Fees & Adjustments (net)	\$0.00	<b>PAYMENT DUE BY 5 P.M. EASTERN ON THE DUE DATE.</b>		
+/- Interest Charge (net)	\$0.00	We may convert your payment into an electronic debit. See reverse side.		
<b>New Balance</b>	<b>\$1,059.45</b>	<b>Late Payment Warning:</b> If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.		
Credit Limit	\$0.00	<b>Minimum Payment Warning:</b> Making only the Total Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance. For example:		
Available Credit	\$0.00			
Overlimit Amount	\$1,059.45			
<b>Days in Billing Period</b>	<b>31</b>	<b>If you make no additional charges using this card and each month you pay ...</b>	<b>You will pay off the balance shown on this statement in about ...</b>	<b>And you will end up paying an estimated total of ...</b>
<b>Pay online for free at: mysynchrony.com</b>		Only the minimum payment	3 years	\$1,059.00
<b>For Synchrony Bank customer service or to report your card lost or stolen, call 1-877-889-0721.</b>		If you would like information about credit counseling services, call 1-877-302-8797.		
Best times to call are Wednesday - Friday.				

Transaction Summary				
Tran Date	Post Date	Reference Number	Description	Amount
07/17/2015	07/17/2015	F9073006600CHGD	AUTOMATIC PAYMENT - THANK YOU	\$39.00 CR
			<b>FEES</b>	
			<b>TOTAL FEES FOR THIS PERIOD</b>	<b>\$0.00</b>
			<b>INTEREST CHARGED</b>	
07/26/2015	07/26/2015		INTEREST CHARGE ON PURCHASES	\$0.00
			<b>TOTAL INTEREST FOR THIS PERIOD</b>	<b>\$0.00</b>
			<b>2015 Totals Year-to-Date</b>	
			Total Fees Charged in 2015	\$0.00
			Total Interest Charged in 2015	\$170.36
			Total Interest Paid in 2015	\$174.67

Interest Charge Calculation				
Type of Balance	Expiration Date	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	NA	29.99%	\$0.00	\$0.00

Cardholder News & Information
Statement not provided to customer.

\* NOTICE: See reverse side and additional pages (if any) for important information concerning your account.

5302 CXH 1 7 23 150726 B O PAGE 1 of 1 9073 3000 FRJ2 01CJ5302

Pay online at [mysynchrony.com](http://mysynchrony.com) or enclose this coupon with your check. Please use blue or black ink.

Total Minimum Payment Due	Payment Due Date	New Balance	Account Number
\$38.00	08/18/2015	\$1,059.45	REDACTED 3379

Payment Enclosed : \$      .

☐ **New address or e-mail?**  
Check the box at left and  
print changes on back

RACHEL R MADDUX  
1107 CLAUSON RD  
RICHMOND VA 23227-1231

Make Payment to: SYNCHRONY BANK  
PO BOX 960061  
ORLANDO, FL 32896-0061

Field

Account_Number	REDACTED 3379
Customer_ID	*****6167
Name	MADDUX RACHEL
Account_Address_1	1107 CLAUSON RD
City	RICHMOND
State	VA
Zip_Code	23227-1231
Home_Phone_Number	0000000000
Work_Phone_Number	0000000000
Birth_Date	REDACTED
Contract_Date	20121012
ChargeOff_Date	20150915
Last_Payment_Date	20150717
Last_Purchase_Date	20130102
Last_Payment_Amount	39
ChargeOff_Amount	547.42
Associated_Costs	0
Accrued_Interest	512.03
Sale Amount	1059.45

Data printed from electronic records provided by Synchrony Bank formerly known as GE Capital Retail Bank pursuant to the Bill of Sale / Assignment of Accounts transferred on or about 9/24/2015 in connection with the sale of accounts from Synchrony Bank formerly known as GE Capital Retail Bank to Midland Funding, LLC.





AFFIDAVIT OF SALE  
OF ACCOUNT  
BY ORIGINAL CREDITOR

State of Minnesota County of Ramsey


Nicolei Nasrabadi being duly sworn, deposes and says:

I am over 18 and not a party of this action. I am an Affidavit Documentation Specialist of Synchrony Bank formerly known as GE Capital Retail Bank. In that position I have access to creditor's books and records, and am aware of the process of the sale and assignment of electronically stored business records.

On or about 8/19/2015 Synchrony Bank formerly known as GE Capital Retail Bank sold a pool of charge-off accounts (the Accounts) by a Purchase and Sale Agreement and a Bill of Sale to Midland Funding LLC. As part of the sale of the Accounts, electronic records and other records were transferred on individual Accounts to the debt buyer. These records were kept in the ordinary course of business of Synchrony Bank formerly known as GE Capital Retail Bank.


The Creditor has a process to detect and correct errors on these accounts. The above statements are true to the best of my knowledge.

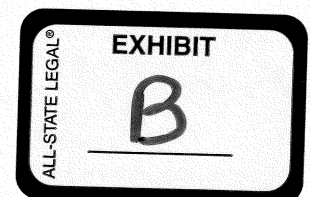
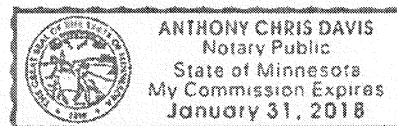
Signed this 14<sup>th</sup> day of September, 2015

  
Nicolei Nasrabadi

Signed and sworn to before me this 14<sup>th</sup> day of September, 2015 by Anthony Davis

(Notary Stamp)

  
\_\_\_\_\_



AFFIDAVIT OF SALE  
OF ACCOUNT  
BY ORIGINAL CREDITOR

State of Minnesota County of Ramsey

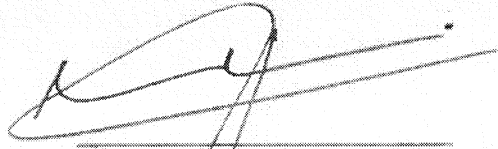
Nicolei Nasrabadi being duly sworn, deposes and says:

I am over 18 and not a party of this action. I am an Affidavit Documentation Specialist of Synchrony Bank formerly known as GE Capital Retail Bank. In that position I have access to creditor's books and records, and am aware of the process of the sale and assignment of electronically stored business records.

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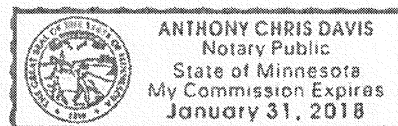
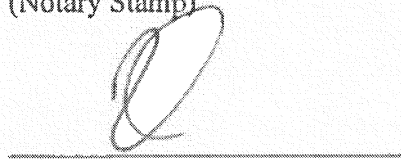
Signed this 14<sup>th</sup> day of September, 2015



Nicolei Nasrabadi

Signed and sworn to before me this 14<sup>th</sup> day of September, 2015 by Anthony Davis

(Notary Stamp)



AFFIDAVIT OF SALE  
OF ACCOUNT  
BY ORIGINAL CREDITOR

State of Minnesota County of Ramsey

Nicolei Nasrabadi being duly sworn, deposes and says:

I am over 18 and not a party of this action. I am an Affidavit Documentation Specialist of Synchrony Bank formerly known as GE Capital Retail Bank. In that position I have access to creditor's books and records, and am aware of the process of the sale and assignment of electronically stored business records.

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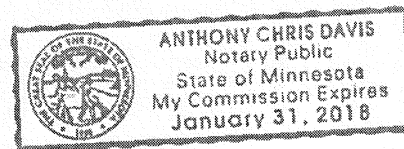
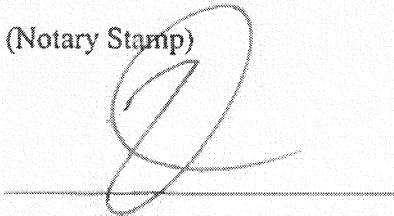
Signed this 27<sup>th</sup> day of October, 2015



Nicolei Nasrabadi

Signed and sworn to before me this 27<sup>th</sup> day of October, 2015 by Anthony Davis

(Notary Stamp)





AFFIDAVIT OF SALE  
OF ACCOUNT  
BY ORIGINAL CREDITOR

State of Minnesota County of Ramsey

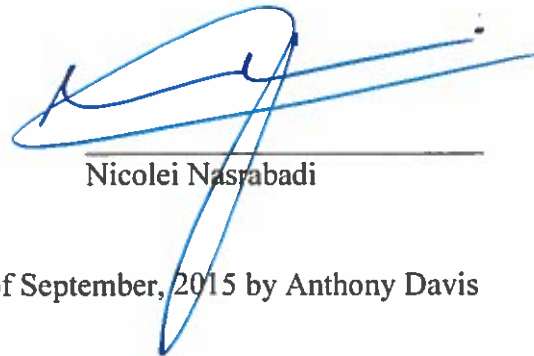
Nicolei Nasrabadi being duly sworn, deposes and says:

I am over 18 and not a party of this action. I am an Affidavit Documentation Specialist of Synchrony Bank formerly known as GE Capital Retail Bank. In that position I have access to creditor's books and records, and am aware of the process of the sale and assignment of electronically stored business records.

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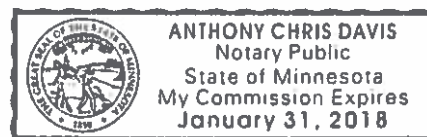
Signed this 14<sup>th</sup> day of September, 2015



Nicolei Nasrabadi

Signed and sworn to before me this 14<sup>th</sup> day of September, 2015 by Anthony Davis

(Notary Stamp)



**BLANKET CERTIFICATE OF CONFORMITY FOR NOTARY ANTHONY DAVIS**

I, Brett Rouleau, an attorney-at-law admitted to practice in the State of Minnesota and fully acquainted with the laws of the State of Minnesota do hereby certify that I am duly qualified to make this certificate of conformity and that the acknowledgement or proof upon the affidavits of merit were taken by Notary Anthony Davis, a notary public in the State of Minnesota, in the manner prescribed by the laws of the State of Minnesota and confirms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, on September 14, 2015.



Brett Rouleau

Attorney at Law, State of Minnesota





**Lowe's® Credit  
Card Account**

RACHEL R MADDUX

Account Number **REDACTED** 916 0

Visit us at [www.lowes.com/credit](http://www.lowes.com/credit)

Customer Service: 1-800-444-1408

Summary of Account Activity	
Previous Balance	\$2,077.31
- Payments	\$0.00
- Other Credits	\$2,077.31
+ Purchases/Debits	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
New Balance	\$0.00
Credit Limit	\$0.00
Available Credit	\$0.00
Statement Closing Date	07/26/2015
Days in Billing Cycle	11

Payment Information	
New Balance	\$0.00
Amount Past Due	\$0.00
Total Minimum Payment Due	\$222.00
Payment Due Date	08/07/2015
Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.	

Tran Date	Post Date	Reference Number/ Invoice Number	Description of Transaction or Credit	Amount
07/26	07/26		CHARGE OFF ACCOUNT-PRINCIPALS	(\$1,917.23)
07/26	07/26		CHARGE OFF ACCOUNT *FINANCE CHARGES*	(\$160.08)
			FEES	
			TOTAL FEES FOR THIS PERIOD	\$0.00
			INTEREST CHARGED	
07/26	07/26		INTEREST CHARGE ON PURCHASES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$0.00
2015 Totals Year-to-Date				
Total Fees Charged in 2015				\$111.00
Total Interest Charged in 2015				\$288.06
Total Interest Paid in 2015				\$248.17

Interest Charge Calculation					
Your Annual Percentage Rate (APR) is the annual interest rate on your account.					
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge	Balance Method
Regular Purchases	NA	24.99%	\$0.00	\$0.00	2D

Statement not provided to customer.

You have recently been unenrolled from electronic statement delivery. You may have opted to stop receiving electronic statements, or this may have occurred because of changes in your account or failure to comply with the Terms and Conditions of the electronic statement service. Please feel free to reenroll at any time.

If your account has a deferred interest promotion and you would like us to apply a payment on your account in a different way, please call Customer Service to discuss other options that may be available.

**PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.**

NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights Information and other important information.

7009 X5G 1 3 12 150726 Z X PAGE 1 of 1 9294 0010 S002 01DN7009

Detach and mail this portion with your check. Do not include any correspondence with your check.



Account Information			
Card Number	Account Number	Expiration	Service Charge
\$222.00	\$0.00	08/07/2015	\$0.00

Payment Enclosed:  
Please use blue or black ink.



New address or email? Print changes on back.

\*24470409160\*

RACHEL R MADDUX  
1107 CLAUSON RD  
RICHMOND VA 23227-1231

DAAADTATTADDADFDFTDFFAFATFTDDTTTTFDATTDTDTATTTTAAATFADAAFFTTATFAFF

Make Payment to: LOWE'S/SYNCHRONY BANK  
P.O. BOX 530914  
ATLANTA, GA 30353-0914

TTDDTDDTTFAFTTTATTTDFDATTTTTADADTADFFTFDDADATTFDFATFDDTTADDDDAFF

REDACTED

**Customer Service:** For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: **P.O. Box 965004, Orlando, FL 32896-5004.** Please include your account number on any correspondence you send to us.  
**Payments:** Send payments to the address listed on the remit portion of this statement or pay online.  
**Notice:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965003, Orlando, FL 32896-5003.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope — not the enclosed window envelope, addressed to: P.O. Box 960097, Orlando, FL 32896-0097 and not the Payment Address.**

**What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at the Billing Inquiries Address of:

Synchrony Bank

P.O. Box 965003, Orlando, FL 32896-5003

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Synchrony Bank

P.O. Box 965003, Orlando, FL 32896-5003

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

**Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.** Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965003, Orlando, FL 32896-5003.

**Credits To Your Account:** An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

**Credit Reports And Account Information:** If you believe that we have

reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 965005, Orlando, FL 32896-5005. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Balance Subject To Interest Charge Calculation**

**Method 2D (Daily Balance method):** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

**Method 2M (Average Daily Balance including current transactions):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, which includes any unpaid interest charges from the previous billing cycle, add any new charges, and applicable fees and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Method 3D (Daily Balance excluding current transactions):** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any interest and applicable fees and subtract any payments or credits. We do not add in any new charges. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle. A separate daily balance will be calculated for each balance type on your account.

**Method 5 (Average Daily Balance excluding current transactions and unpaid interest charges):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. We do not add in any new charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Method 6 (Average Daily Balance including current transactions and excluding unpaid interest charges):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new charges and applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Bankruptcy Notice:** If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060.

**Your account is owned and serviced by Synchrony Bank.**

01DN7009 - 1 - 06/19/14

This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/>	Street	_____			
<input type="checkbox"/>	Address	_____			
<input type="checkbox"/>	City, State	_____			
<input type="checkbox"/>	ZIP	_____			
<input type="checkbox"/>	Phone #	_____			
<input type="checkbox"/>	Email	_____	Home Phone #	Business Phone #	*Cell # or other phone # we can use to contact you
					Email Address

By providing your email address, you agree to receive email communications about your account and also give permission for us to share your email address with Lowe's.

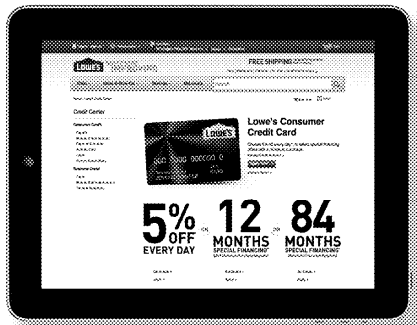


Add **AUTHORIZED USERS\***  
today at [Lowe's.com/adduser](http://Lowe's.com/adduser)

- Make shopping more convenient
- Update your account online
- No added cost

**It's easy to get started today**

\*The Primary Cardholder will be liable for all purchases made on the Account, including those made by an authorized user.  
©2015 Lowe's. LOWE'S and Gable Mansard Design are registered trademarks of LF, LLC.



## Lowe's® Credit Card Account

RACHEL R MADDUX  
Account Number **REDACTED**916 0

Visit us at [www.lowes.com/credit](http://www.lowes.com/credit)  
Customer Service: 1-800-444-1408

Previous Balance	\$1,980.23
- Payments	\$63.00
- Other Credits	\$0.00
+ Purchases/Debits	\$0.00
+ Fees Charged	\$38.00
+ Interest Charged	\$41.03
New Balance	\$1,996.26
Credit Limit	\$2,040.00
Available Credit	\$43.00
Statement Closing Date	06/14/2015
Days in Billing Cycle	30

New Balance	\$1,996.26			
Total Minimum Payment Due	\$99.00			
Payment Due Date	07/07/2015			
Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.				
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:				
<table><tr><td>If you make the minimum payment of \$99.00 each month, it will take you 11 years to pay off this balance.</td><td>You will pay off the balance over on the payment due date.</td><td>Assuming you pay the minimum payment of \$99.00 each month, it will take you 11 years to pay off this balance.</td></tr></table>		If you make the minimum payment of \$99.00 each month, it will take you 11 years to pay off this balance.	You will pay off the balance over on the payment due date.	Assuming you pay the minimum payment of \$99.00 each month, it will take you 11 years to pay off this balance.
If you make the minimum payment of \$99.00 each month, it will take you 11 years to pay off this balance.	You will pay off the balance over on the payment due date.	Assuming you pay the minimum payment of \$99.00 each month, it will take you 11 years to pay off this balance.		
Only the minimum payment	11 years	\$4,802.00		

If you would like information about credit counseling services , call 1-877-302-8775.

Tran Date	Post Date	Reference Number/ Invoice Number	Description of Transaction or Credit	Amount
06/09	06/09		ONLINE PYMT THANK YOU ALPHARETTA GA	(\$63.00)
			FEES	
06/07	06/07		LATE FEE	\$38.00
			TOTAL FEES FOR THIS PERIOD	\$38.00
			INTEREST CHARGED	
06/14	06/14		INTEREST CHARGE ON PURCHASES	\$41.03

(Continued on next page)

### PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See Statement Disclosures link below for details, Billing Rights Information and other important information.

7009 X5G 1 7 12 150614 PAGE 1 of 3 9294 0010 S002 01DN7009



Account Number: **REDACTED**916 0

Payment Due	07/07/2015	\$1,996.26
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Save a stamp.



\*24470409160\*

RACHEL R MADDUX  
1107 CLAUSON RD  
RICHMOND VA 23227-1231

FTTADFFTTDADDDAADDADFFFDFAATDTTADDTATDDDDATAATATAADDAFTAFAFF

Make Payment to: LOWE'S/SYNCHRONY BANK  
P.O. BOX 530914  
ATLANTA, GA 30353-0914

FFDDDTFFDTFATATFTADTFTADTFAAATDDAFDDAATAAFTDTTADTFAADDAFAFF

REDACTED

**Customer Service:** For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: **P.O. Box 965004, Orlando, FL 32896-5004.** Please include your account number on any correspondence you send to us.  
**Payments:** Send payments to the address listed on the remit portion of this statement or pay online.  
**Notice:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965003, Orlando, FL 32896-5003.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope — not the enclosed window envelope, addressed to: P.O. Box 960097, Orlando, FL 32896-0097 and not the Payment Address.**

**What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at the Billing Inquiries Address of:

Synchrony Bank

P.O. Box 965003, Orlando, FL 32896-5003

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Synchrony Bank

P.O. Box 965003, Orlando, FL 32896-5003

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

**Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment.** Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965003, Orlando, FL 32896-5003.

**Credits To Your Account:** An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

**Credit Reports And Account Information:** If you believe that we have

reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 965005, Orlando, FL 32896-5005. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Balance Subject To Interest Charge Calculation**

**Method 2D (Daily Balance method):** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

**Method 2M (Average Daily Balance including current transactions):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, which includes any unpaid interest charges from the previous billing cycle, add any new charges, and applicable fees and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Method 3D (Daily Balance excluding current transactions):** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any interest and applicable fees and subtract any payments or credits. We do not add in any new charges. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle. A separate daily balance will be calculated for each balance type on your account.

**Method 5 (Average Daily Balance excluding current transactions and unpaid interest charges):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. We do not add in any new charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Method 6 (Average Daily Balance including current transactions and excluding unpaid interest charges):** We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new charges and applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

**Bankruptcy Notice:** If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060.

**Your account is owned and serviced by Synchrony Bank.**

01DN7009 - 1 - 06/19/14

This is an attempt to collect a debt and any information obtained will be used for that purpose.

\*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or servicer of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

<input type="checkbox"/>	Street	_____		
<input type="checkbox"/>	Address	_____		
<input type="checkbox"/>	City, State	_____		
<input type="checkbox"/>	ZIP	_____		
<input type="checkbox"/>	Phone #	_____		
<input type="checkbox"/>	Email	_____		
	Home Phone #	_____	Business Phone #	_____
		_____	*Cell # or other phone # we can use to contact you	Email Address
		_____		_____

By providing your email address, you agree to receive email communications about your account and also give permission for us to share your email address with Lowe's.



Transaction Summary (Continued)				
Tran Date	Post Date	Reference Number/ Invoice Number	Description of Transaction or Credit	Amount
TOTAL INTEREST FOR THIS PERIOD				\$41.03
2015 Year-End Summary				
Total Fees Charged in 2015			\$73.00	
Total Interest Charged in 2015			\$245.01	
Total Interest Paid in 2015			\$248.17	

Interest Charge Calculation					
Your Annual Percentage Rate (APR) is the annual interest rate on your account.					
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge	Balance Method
Regular Purchases	NA	24.99%	\$1,997.55	\$41.03	2D

**Important Notice Regarding Promotions:**

You may be offered one of the following promotions when you make a qualifying Lowe's credit card purchase: No Interest if Paid in Full within 6, 12, 18 or 24 months. Under each promotion, no interest will be assessed on the purchase if you pay the promotional purchase in full within the applicable promo period. If you do not, interest will be imposed on the purchase based on the date of purchase at a rate of 24.99%. Minimum monthly payments required. Some or all of the minimum payment based on the promotional balance may be applied to other account balances. Offers subject to credit approval. Offers not available at all times for all purchases. Offer dates and other terms will be disclosed in promotional advertising. Regular account terms apply to non-promo purchases and, after promotion ends, to promo purchases. Cannot be combined with other credit related promotional offers.

If your account has a deferred interest promotion and you would like us to apply a payment on your account in a different way, please call Customer Service to discuss other options that may be available.

**Important Notice and Information:**

Now you can recycle rechargeable batteries, plastic bags and CFLs at your local Lowe's. Simply drop the items in the bins near the store's entrance.

Please Note: When contacting the Lowe's Credit Center, you must be listed as an account owner to obtain information about the account. We cannot disclose information to authorized users or third parties.

Moving? Visit [Lowesmoving.com](http://Lowesmoving.com) for tools, tips and valuable offers to make your move easier.

Don't get caught by an email scam. Occasionally, criminals send emails that look like they're from a retailer, bank or other financial institution. This scam is called phishing. Phishing emails can look almost identical to real emails from Synchrony Bank. The emails try to trick people into revealing credit card or bank account numbers.

Taking these four steps can protect you from fraud and identity theft. 1) Never respond to an email with your account or social security number. 2) Upgrade to the latest Internet browsers and use anti-virus and anti-spyware software. 3) Know your account status. Don't be fooled by false claims that it is in jeopardy. 4) Remember, Synchrony Bank emails regarding your account will always display the last four digits of your account number and never ask for confidential information.



Field

Account_Number	REDACTED 9160
Customer_ID	*****6167
Name	MADDUX RACHEL
Account_Address_1	1107 CLAUSON RD
City	RICHMOND
State	VA
Zip_Code	23227-1231
Home_Phone_Number	REDACTED
Work_Phone_Number	REDACTED
Birth_Date	REDACTED
Contract_Date	20040701
ChargeOff_Date	20150726
Last_Payment_Date	20150609
Last_Purchase_Date	20150417
Last_Payment_Amount	63
ChargeOff_Amount	1917.23
Associated_Costs	0
Accrued_Interest	160.08
Sale Amount	2077.31

Data printed by Midland Credit Management, Inc. from electronic records provided by Synchrony Bank formerly known as GE Capital Retail Bank pursuant to the Bill of Sale / Assignment of Accounts transferred on or about 8/21/2015 in connection with the sale of accounts from Synchrony Bank formerly known as GE Capital Retail Bank to Midland Funding, LLC.





**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

RACHEL RENA MADDUX, et al.,	)	
	)	
Debtors,	)	
v.	)	
	)	Consolidated Contested Matters
MIDLAND CREDIT MANAGEMENT,	)	Case Nos. 15-33574, 15-33590, 15-34358,
INC., as agent for MIDLAND FUNDING,	)	15-34453, 15-35437, 15-36032
LLC,	)	
	)	
Creditor.	)	

**UNSWORN DECLARATION OF BARRY I. STRICKLAND**

Commonwealth of Virginia, County of Hanover, to wit:

Barry I. Strickland, under penalty of perjury, states as follows:

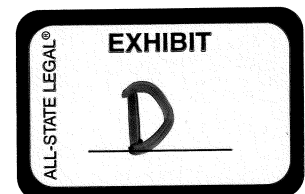
1. I am a certified public accountant with the firm of Barry Strickland & Company, Certified Public Accountants. I have been employed in this capacity since 1986.

2. I am over the age of 18.

3. I was retained by Midland Funding, LLC ("Midland") to review proofs of claim filed by Midland in the following bankruptcy matters: (1) *In re: Rae Price Blaha*, Case No. 15-34453; (2) *In re: Calvin Alonzo Johnson*, Case No. 15-35437; (3) *In re: Patricia Ann Jones*, Case No. 15-36032; (4) *In re: Jeffrey Al Light*, Case No. 15-33590; and (5) *In re: Rachel Rena Maddux*, Case No. 15-33574 (collectively, the "Debtors").

4. All of the proofs of claims filed by Midland in the above-referenced cases were for credit accounts purchased from Synchrony Bank, formerly GE Capital Retail Finance Corporation (the "Bank").

5. I examined the proofs of claim and for verification purposes. I traced each claim amount to the supporting documentation accompanying the proof of claim forms and confirmed



that the principal balance on the supporting documentation existed prior to the date of petition in each case. No exceptions were found.

6. I determined that each of the different credit products offered by the Bank calculated the balance of the account (the principal amount of the debt) using the "Daily Balance Method." This simply takes the balance from the day before, adds any new charges and fees, then subtracts any payments or credits. The result is multiplied by the Annual Percentage Rate ("APR") and divided by the annual period (i.e.,  $APR / 365$  days). The result is the interest for that day which is added to the balance to arrive at the beginning balance (the principal amount of the debt) for the next day. This is also referred to as Daily Compounding.

7. By definition, when interest is compounded, one period's interest becomes principal on which interest is computed in the next period.


8. Compound Interest is significantly different from Simple Interest in that, with Simple Interest, the interest, if unpaid, can accrue and accumulate separate from the principal amount of debt, and is not added to the principal amount of the debt.

9. All of the debts incurred by the Debtors in the above-referenced cases compounded interest daily. Therefore, what was once interest one day becomes principal the next day. No interest was charged post-petition on any of the proofs of claim filed by Midland.

10. As a result, the amount of each proof of claim filed by Midland Funding against the Debtors was 100% principal on the date of the petitions.

11. Any and all opinions expressed here are given to a reasonable degree of probability in the field of accounting.

I swear under penalty of perjury that the foregoing statement is true and correct to the  
best of my knowledge and belief.

 9/8/16  
Barry I. Strickland, President  
Barry Strickland & Company,  
Certified Public Accountants





IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division

RACHEL RENA MADDUX, *et al.*,  
Debtors,

v.

Consolidated Contested Matters  
Case Nos. 15-33574, 15-33590,  
15-34358, 15-34453,  
15-35437, 15-36032

MIDLAND CREDIT MANAGEMENT, INC., as  
Agent for MIDLAND FUNDING, LLC,  
Creditor.

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**DEBTOR RACHEL RENA MADDUX'S ANSWERS TO  
MIDLAND FUNDING LLC'S FIRST SET OF INTERROGATORIES CONCERNING  
DEBTOR'S OBJECTIONS TO CLAIMS 13-1 AND 13-2**

Pursuant to Fed. R. Civ. P. 33, made applicable in the above-captioned  
contested matter pursuant to Rule 7033 of the Federal Rules of Bankruptcy Procedure,  
Rachel Rena Maddux ("Debtor") hereby submits her Answers to the First Set of  
Interrogatories (the "Interrogatories") propounded by Midland Funding, LLC ("Midland")  
concerning the Debtor's Objections to Claims 13-1 and 13-2:

**Interrogatories**

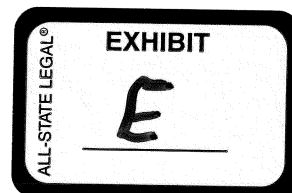
1. Identify all witnesses known to the Debtor, who have knowledge of  
relevant facts that have given rise to the Objections to Claim. Please include in the  
response a brief summary of the personal knowledge for each witness and designate  
which such witnesses are eyewitnesses or witnesses to other relevant facts.

**ANSWER:** Debtor incorporates Debtor's Initial Disclosures.

Mark C. Leffler (VSB #40712)  
Boleman Law Firm, P.C.  
2104 W. Laburnum Ave., Suite 201  
Richmond, VA 23227  
Telephone (804) 358-9900  
Counsel for Debtor

Dale W. Pittman (VSB #15673)  
THE LAW OFFICE OF DALE W. PITTMAN, P.C.  
The Eliza Spotswood House  
112-A West Tabb Street  
Petersburg, VA 23803  
Telephone (804) 861-6000  
Counsel for Debtor

Thomas D. Domonoske (VSB #35434)  
Consumer Litigation Associates  
281 N. Mason Street, #811  
Harrisonburg, VA 22803  
Telephone: (540) 442-7706  
Counsel for Debtor



2. State the facts and identify the documents upon which you base your allegation in the Objections to Claim that the account summary provided by Midland is inaccurate and specifically identify the amount of principal, interest and fees that you believe is properly owed. Please include in your response the identity of all persons and documents that support your contention(s).

**Objection:** This contention Interrogatory cannot be sworn to by Debtor because Debtor is not a lawyer who knows the basis of the allegations drafted by counsel. Debtor will provide an Answer based on the proof Debtor's counsel intends to use in Court to prove the allegation. Debtor further objects to fully identifying documents that were created by Midland and in its possession. Debtor further objects to fully identifying witnesses that were employees or former employees of Midland.

**Answer:** At this time, Midland has not proven it bought the account or who it allegedly purchased the account from. Synchrony Bank never provided Debtor any notice that it had sold the account, and without seeing Synchrony Bank's records it is unknown whether Synchrony Bank was merely servicing the debt for a different holder. Absent such documentation, no amounts are owed to Midland. Absent such documentation, whether Synchrony may have sold its servicing rights or an actual ownership interest is unknown. Midland's refusal to provide the documents showing such transfers are a further basis for the allegation that such transfers either did not happen or did not happen as Midland claims. Furthermore, Debtor knows that interest was owed on the account, in at least the amount shown on the data printout that Midland has provided. Despite having that information, Midland's Account Summary states no interest is due. Midland has previously admitted that it falsely claims no interest is due when interest is actually due. Midland has previously admitted that it does this for its own economic reasons. These admissions are set forth in a federal court opinion which Midland has. Debtor incorporates the documents and witnesses identified in Debtor's Initial Disclosures.

3. Identify the date and the amount of the last payment you submitted for the Sam's Club Account.

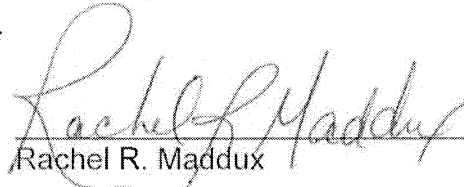
**Answer:** April 1, 2015, \$50.00.

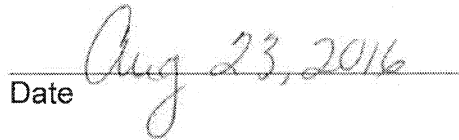
4. State the facts and identify the documents upon which you base your allegation in the Objections to Claim that you did not sign a written agreement to obtain

documents that were created by Midland and in its possession. Debtor further objects to fully identifying witnesses that were employees or former employees of Midland.

**Answer:** Debtor Incorporates the Answer to Interrogatory 2 above.

I declare under penalty of perjury that the foregoing is true and correct. Executed in Richmond, Virginia on August 23, 2016.

  
Rachel R. Maddux

  
Date





IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division

RACHEL RENA MADDUX, *et al.*,  
Debtors,

v.

Consolidated Contested Matters  
Case Nos. 15-33574, 15-33590,  
15-34358, 15-34453,  
15-35437, 15-36032

MIDLAND CREDIT MANAGEMENT, INC., as  
Agent for MIDLAND FUNDING, LLC,  
Creditor.

---

**DEBTOR RACHEL RENA MADDUX'S ANSWERS TO  
MIDLAND FUNDING LLC'S FIRST SET OF INTERROGATORIES CONCERNING  
DEBTOR'S OBJECTIONS TO CLAIMS 14-1 AND 14-2**

Pursuant to Fed. R. Civ. P. 33, made applicable in the above-captioned  
contested matter pursuant to Rule 7033 of the Federal Rules of Bankruptcy Procedure,  
Rachel Rena Maddux ("Debtor") hereby submits her Answers to the First Set of  
Interrogatories (the "Interrogatories") propounded by Midland Funding, LLC ("Midland")  
concerning the Debtor's Objections to Claims 14-1 and 14-2:

**Interrogatories**

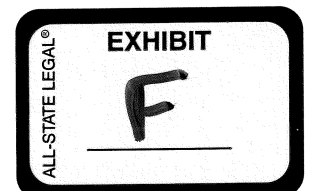
1. Identify all witnesses known to the Debtor, who have knowledge of  
relevant facts that have given rise to the Objections to Claim. Please include in the  
response a brief summary of the personal knowledge for each witness and designate  
which such witnesses are eyewitnesses or witnesses to other relevant facts.

**ANSWER:** Debtor incorporates Debtor's Initial Disclosures.

Mark C. Leffler (VSB #40712)  
Boleman Law Firm, P.C.  
2104 W. Laburnum Ave., Suite 201  
Richmond, VA 23227  
Telephone (804) 358-9900  
Counsel for Debtor

Dale W. Pittman (VSB #15673)  
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112-A West Tabb Street  
Petersburg, VA 23803  
Telephone (804) 861-6000  
Counsel for Debtor

Thomas D. Domonoske (VSB #35434)  
Consumer Litigation Associates  
281 N. Mason Street, #811  
Harrisonburg, VA 22803  
Telephone: (540) 442-7706  
Counsel for Debtor



2. State the facts and identify the documents upon which you base your allegation in the Objections to Claim that the account summary provided by Midland is inaccurate and specifically identify the amount of principal, interest and fees that you believe is properly owed. Please include in your response the identity of all persons and documents that support your contention(s).

**Objection:** This contention Interrogatory cannot be sworn to by Debtor because Debtor is not a lawyer who knows the basis of the allegations drafted by counsel. Debtor will provide an Answer based on the proof Debtor's counsel intends to use in Court to prove the allegation. Debtor further objects to fully identifying documents that were created by Midland and in its possession. Debtor further objects to fully identifying witnesses that were employees or former employees of Midland.

**Answer:** At this time, Midland has not proven it bought the account or who it allegedly purchased the account from. Synchrony Bank never provided Debtor any notice that it had sold the account, and without seeing Synchrony Bank's records it is unknown whether Synchrony Bank was merely servicing the debt for a different holder. Absent such documentation, no amounts are owed to Midland. Absent such documentation, whether Synchrony may have sold its servicing rights or an actual ownership interest is unknown. Midland's refusal to provide the documents showing such transfers are a further basis for the allegation that such transfers either did not happen or did not happen as Midland claims. Furthermore, Debtor knows that interest was owed on the account, in at least the amount shown on the data printout that Midland has provided. Despite having that information, Midland's Account Summary states no interest is due. Midland has previously admitted that it falsely claims no interest is due when interest is actually due. Midland has previously admitted that it does this for its own economic reasons. These admissions are set forth in a federal court opinion which Midland has. Debtor incorporates the documents and witnesses identified in Debtor's Initial Disclosures.

3. Identify the date and the amount of the last payment you submitted for the Lowe's Account.

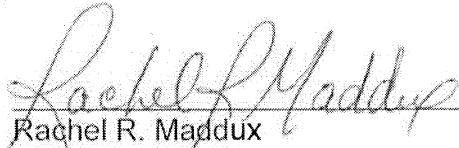
**Answer:** June 9, 2015, \$63.00.

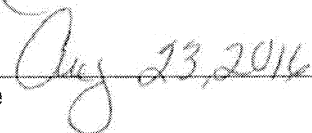
4. State the facts and identify the documents upon which you base your allegation in the Objections to Claim that you did not sign a written agreement to obtain

documents that were created by Midland and in its possession. Debtor further objects to fully identifying witnesses that were employees or former employees of Midland.

**Answer:** Debtor Incorporates the Answer to Interrogatory 2 above.

I declare under penalty of perjury that the foregoing is true and correct. Executed in Richmond, Virginia on August 23, 2016.

  
Rachel R. Maddux

  
Date



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division

RACHEL RENA MADDUX, *et al.*,  
Debtors,

v.

Consolidated Contested Matters  
Case Nos. 15-33574, 15-33590,  
15-34358, 15-34453,  
15-35437, 15-36032

MIDLAND CREDIT MANAGEMENT, INC., as  
Agent for MIDLAND FUNDING, LLC,  
Creditor.

---

**DEBTOR RACHEL RENA MADDUX'S ANSWERS TO  
MIDLAND FUNDING LLC'S FIRST SET OF INTERROGATORIES CONCERNING  
DEBTOR'S OBJECTIONS TO CLAIMS 18-1 AND 18-2**

Pursuant to Fed. R. Civ. P. 33, made applicable in the above-captioned  
contested matter pursuant to Rule 7033 of the Federal Rules of Bankruptcy Procedure,  
Rachel Rena Maddux ("Debtor") hereby submits her Answers to the First Set of  
Interrogatories (the "Interrogatories") propounded by Midland Funding, LLC ("Midland")  
concerning the Debtor's Objections to Claims 18-1 and 18-2:

**Interrogatories**

1. Identify all witnesses known to the Debtor, who have knowledge of  
relevant facts that have given rise to the Objections to Claim. Please include in the  
response a brief summary of the personal knowledge for each witness and designate  
which such witnesses are eyewitnesses or witnesses to other relevant facts.

**ANSWER:** Debtor incorporates Debtor's Initial Disclosures.

Mark C. Leffler (VSB #40712)  
Boleman Law Firm, P.C.  
2104 W. Laburnum Ave., Suite 201  
Richmond, VA 23227  
Telephone (804) 358-9900  
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Petersburg, VA 23803  
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**Answer:** At this time, Midland has not proven it bought the account or who it allegedly purchased the account from. Synchrony Bank never provided Debtor any notice that it had sold the account, and without seeing Synchrony Bank's records it is unknown whether Synchrony Bank was merely servicing the debt for a different holder. Absent such documentation, no amounts are owed to Midland. Absent such documentation, whether Synchrony may have sold its servicing rights or an actual ownership interest is unknown. Midland's refusal to provide the documents showing such transfers are a further basis for the allegation that such transfers either did not happen or did not happen as Midland claims. Furthermore, Debtor knows that interest was owed on the account, in at least the amount shown on the data printout that Midland has provided. Despite having that information, Midland's Account Summary states no interest is due. Midland has previously admitted that it falsely claims no interest is due when interest is actually due. Midland has previously admitted that it does this for its own economic reasons. These admissions are set forth in a federal court opinion which Midland has. Debtor incorporates the documents and witnesses identified in Debtor's Initial Disclosures.

3. Identify the date and the amount of the last payment you submitted for the Ashley Furniture Account.

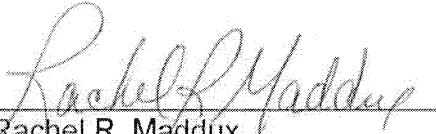
**Answer:** July 17, 2015, \$39.00.

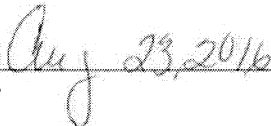
4. State the facts and identify the documents upon which you base your allegation in the Objections to Claim that you did not sign a written agreement to obtain

documents that were created by Midland and in its possession. Debtor further objects to fully identifying witnesses that were employees or former employees of Midland.

**Answer:** Debtor Incorporates the Answer to Interrogatory 2 above.

I declare under penalty of perjury that the foregoing is true and correct. Executed in Richmond, Virginia on August 23, 2016.

  
Rachel R. Maddux

  
Date